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PROFESSIONAL EMPLOYEES AGREEMENT

between

LOWER CAPE MAY REGIONAL

BOARD OF EDUCATION

and

LOWER CAPE MAY REGIONAL

EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

OCT 29 1981

RUTGERS UNIVERSITY

for the school years

X 1981 - 1983

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PREAMBLE

This Agreement entered into this sixth day of March, 1981 by and between the Board of Education of the Lower Cape May Regional School District, Cape May, New Jersey, hereinafter called the "Board", and the Lower Cape May Regional Education Association, hereinafter called the "Association".

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for certificated personnel whether under contract, on leave, on per diem basis, employed or to be employed by the Board as follows:

Classroom Teachers, Nurses, Media Specialists,
Reading Teachers, Co-Curricular Sponsors,
Guidance Personnel, Department Chairmen, and
Child Study Team Members.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teacher shall include female teachers.

ARTICLE II
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than during the first week of October of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced in writing, be ratified and signed by the Board and the Association.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be ratified and signed by the Board and the Association.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

G. In accordance with Chapter 123 P.L. 1974, proposed new rules or modifications of rules changing the terms and conditions of employment shall be negotiated with the Association.

H. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible state of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use.

B. Definitions

1. A "grievance" is any alleged violation of this Agreement (or any dispute with respect to all matters concerning the terms and conditions of teachers' employment).

2. An "aggrieved party" can be a teacher, the Association or the Board.

3. Level One - Principal of the school in which the alleged grievance occurred.

4. Level Two - Superintendent.

5. Level Three - Board of Education.

6. Level Four - Binding Arbitration.

C. Submission of Grievances

1. Each grievance shall be submitted by the aggrieved party in writing on the form identified in Schedule E and shall contain those specifics which are required by the referenced form.

2. A grievance shall be deemed waived unless submitted within twenty-one (21) calendar days after the occurrence of the grievance or after twenty-one (21) days after the aggrieved party has reasonable cause to have notice thereof.

D. Grievance Procedures

1. The aggrieved party shall first submit the grievance in writing to the appropriate Level One representative.

(a) The appropriate Level One representative shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered

within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to Level Two.

2. Level Two - The aggrieved party shall submit the grievance in writing on the appropriate form contained herein to the appropriate Level Two representative. Said Level Two representative shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to Level Two if no decision is rendered, move the grievance in writing to Level Three.

3. Level Three - The aggrieved party shall submit the grievance in writing on the appropriate form contained herein to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision. The Board of Education may grant a hearing of the grievance if requested by the aggrieved party. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within thirty-five days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or forty-one (41) calendar days after the grievance was submitted to Level Three if no decision is rendered, move the grievance to Level Four; and the aggrieved party shall notify in writing the Board of Education Secretary that the grievance is being moved to Level Four.

4. Level Four - The aggrieved party shall , within ten (10) calendar days of the Level Three decision or forty-five (45) calendar days after submission to Level Three, submit appropriate petition for submission to arbitration to the American Arbitration Association and deliver said copy of petition to the Board Secretary.

(a) A request for the names of seven (7) arbitrators shall be made, and upon receipt of the names of the proposed arbitrators, a designee of the Board of Education and of the Association shall strike names from the list in accordance with the rules and regulations of the American Arbitration Association in the selection of an arbitrator.

(b) The arbitrator's decision will be in writing and will set forth his findings, reasonings and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding on both parties; however, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or adds to or detracts from the provisions of this Agreement.

E. Miscellaneous

1. Any aggrieved party may be represented at all stages of the grievance procedure by himself and a maximum of five (5) representatives in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123 Public Laws of 1974.

2. All grievance procedure determinations shall be written, signed by the appropriate level authority and shall be attached to the grievance form.

3. All parties must indicate in writing on the form provided the fact that the grievance has been resolved.

4. Aggrieved parties who have filed a grievance under this Agreement shall continue to work in accordance with the direction of the Superintendent, Principal or other supervisory personnel until such time as said grievance is finally determined.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. The time limits specified at any given level of the grievance procedure may be extended by mutual agreement. Such extension shall be specified in writing and attached to the grievance form.

7. Costs incurred on account of a Level Four grievance procedure shall be borne equally by the Board and the Association.

8. If a grievance affects a group or class of teachers, or if entering the grievance at Level One would be moot, the Association may enter the grievance at either Level Two or Level Three of the grievance procedure. Level One and/or Level Two representatives shall be notified in writing of the grievance at the time the grievance is submitted to Level Three.

ARTICLE IV
TEACHER RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and of the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association and its affiliates, participation in any activities of the Association and its affiliates, collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereinunder shall be deemed to be in addition to those provided elsewhere.

C. No teacher shall be disciplined, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is required to appear before the Board or any authorized committee or representative of the Board concerning any matter which adversely affects the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. Any suspension of a teacher pending charges may be with pay within the discretion of the Board as limited by Law.

F. Teachers shall not use their institutional privileges for private gain at the expense of the students.

G. Teachers should refrain from unprofessional criticism of their colleagues and supervisors and should abide by the accepted code of ethics of the Education profession.

H. Nothing in this Agreement shall be construed to alter the obligation and duties of persons in public employment under ARTICLE I, paragraph 19, of the Constitution of the State of New Jersey as the same has been interpreted by the Courts of this State.

ARTICLE V
MANAGEMENT RIGHTS

A. The Lower Cape May Regional Board of Education, on its own behalf and on behalf of the electors of the said Board, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including the rights:

1. To exercise executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while in the performance of their teaching duties for the good of the school and the pupils;

2. To hire all employees and subject to the provisions of law to determine their qualifications, or their dismissal or demotion; and to promote and transfer all such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students;

4. To decide upon the means and methods of instruction, and the selection of textbooks and other teaching materials, and the use of teaching aids.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and extra-curricular activities.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and the Constitution and Laws of the State of New Jersey, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any teacher is mutually scheduled by the Board and the Association to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Said representatives shall notify the appropriate building principal (or sign in) upon arrival on the premises during school hours.

C. The Association and its representatives have the right to use school buildings and premises at all reasonable hours for meetings. The Superintendent shall be notified in writing in advance of the time and place of all such meetings and shall initial said notification indicating approval.

D. The Association has the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

E. All expenses of the Association in the conduct of its business and its organization shall be borne by the Association through its members unless otherwise provided within this Agreement.

F. The Association shall have the right to assist the Administration in the planning of an orientation program for new teachers and shall have the right to have its representatives address the new teachers as part of the orientation program for new teachers. The Association shall indicate the designated teachers who have accepted the responsibility of assisting new teachers during the new teachers' first year of employment.

G. All communications from June 15th to August 31st regarding this Agreement will be directed to the President of the Association by certified return receipt mail. The Association shall assume the cost of the mailings.

H. If any employee represented by the Association does not become a member of the Association during any contract year (July 1 to June 30), he/she shall be required to pay a representation fee which shall be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members up to the maximum amount allowed by law (which is presently set at 85%).

1. During each membership year, the Association will submit to the Board or its representative a list of those employees who have not become members of the Association for the current year. The Board shall deduct from the salaries of said employees the amount specified above and transmit the amount so deducted to the Association. It is understood that said deduction shall be done in as nearly as possible equal installments.

2. If an employee who is required to pay the representation fee terminates his or her employment with the Board before the full fee has been paid, the Board shall deduct the balance owed from the last paycheck of said employee.

ARTICLE VII
SCHOOL CALENDAR AND TEACHER WORK YEAR

A. The in-school work year for teachers employed on a ten (10) month basis shall not exceed 185 days which shall include 180 legal school days (except for new teachers who may be required to attend two (2) additional days of orientation), three (3) days of which shall be designated as snow days or emergency days and shall be eliminated from required attendance if not used for making up any days lost due to snow or other emergencies causing the closing of school.

1. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

2. Teacher attendance shall not be required whenever student attendance is not required due to snow or other emergency conditions.

B. The School Calendar, when fixed and adopted by the Board, shall be considered as a part of this Agreement and shall be attached hereto as Schedule B.

1. The Association shall have the opportunity to make recommendations concerning the school calendar for the consideration of the Board and shall do so by having the Association President submit in writing a proposal relating thereto to the Secretary of the Board on or before December 1 of the preceeding year of the school calendar being considered.

ARTICLE VIII
TEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities.

B. Any teacher who performs homebound instruction will be compensated at \$11.00 per instructional hour in 1981-1982 and \$12.00 per instructional hour in 1982-1983.

C. The principals shall be charged with scheduling yearly and daily teaching loads in the junior and senior high schools so that there may be six (6) teaching periods which should not exceed five (5) hours of pupil contact per day. Assignments to a supervised study period shall be considered a teaching period for the purpose of this article.

D. 1. Teachers shall have a daily duty-free lunch period at least equal to the lunch period of the students in their building but not less than twenty-five (25) minutes per day.

2. Teachers may leave the building during lunch period or scheduled duty-free prep period by notifying the office upon leaving and returning.

E. 1. Building-based teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings.

2. The notice of an agenda for any meetings shall be given to the teachers involved at least one (1) day prior to the meeting. Teachers shall have the opportunity to suggest items for the agenda.

3. Teachers shall not be assigned to cover classes during their preparation period or during an administrative period, except in an emergency. An emergency shall be defined as a situation for which there is no reasonable opportunity to make other arrangements.

4. A teacher's total in-school workday shall consist of not more than seven (7) hours per day which shall include a duty-free lunch period and a duty-free prep period.

(a) The collective teacher arrival and departure time shall be not less than thirty (30) minutes and not more than forty-five (45) minutes longer than the student day.

F. Teachers shall, in addition to their lunch period, have one period daily for preparation during which they shall not be assigned to any other duties.

G. Teacher participation, as set forth in Schedule C, shall be compensated according to the rate of pay and/or release time in Schedule C. The Board shall have in its sole discretion the option to fill or not to fill any or all of these positions.

Extra-curricular activities other than those set forth in Schedule C shall be carried on without compensation.

H. Teachers shall adequately and daily prepare for instruction and will make such instruction preparation available to designated supervisors or administrators.

I. Teachers shall be punctual in reporting to school, to meetings, and to all of their assignments.

J. The Administration may require a teacher to perform a necessary task, but the teacher shall not be required to perform hazardous tasks detrimental to his/her physical safety.

ARTICLE IX
NON-TEACHING DUTIES

A. A teacher may voluntarily drive students to activities which take place away from the school building, with the advance written approval of the principal.

In such event, the teacher shall be compensated at the Internal Revenue Service standard mileage rate as established by the IRS as of July 1 of the contract year.

B. Extra-curricular activities. Each teacher should generally and voluntarily sponsor some one extra-curricular activity as a natural outcome or interest of their subject matter preparation and be paid in accordance with Schedule C.

C. Teachers shall accept reasonable non-teaching duties as assigned when the Administration deems such duties are necessary for the proper conduct of the school.

D. Teachers shall regularly serve on committees approved by the Administration for the improvement of the school.

E. Teachers shall not be required to maintain school attendance registers.

ARTICLE X
TEACHER EMPLOYMENT

- A. Each teacher shall be placed on his proper experience step of the salary guide.
- B. Teachers with previous teaching experience in the Lower Cape May Regional School District shall, upon returning to the system, receive full credit on the salary guide for all teaching experience and military experience as provided herein and as limited by Paragraph A herein above.
- C. Teachers will be notified in writing of their contract and salary status for the ensuing year no later than April 30.
- D. Those who fail to fulfill their contractual obligations as the contract has come to mean through prior decisions and history shall be subject to appropriate action by the Board and/or the Association.
- E. Dismissal procedures of teachers under tenure shall be that as provided by law.
- F. Dismissal procedures of non-tenured teachers shall be that as provided by law.

ARTICLE XI
SALARIES

A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. Pay days shall be the fifth and twentieth of each month.

3. Teachers may individually elect to have a percentage of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June. This must be an annual commitment.

4. When a pay day falls on or during a school or legal holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

5. Teachers shall receive their final checks on the last working day in June.

C. Longevity shall be paid each teacher upon his reaching each of the following steps in the amounts specified:

1981 - 1983

<u>STEPS</u>	<u>LONGEVITY PAYMENT</u>
17	125
18	250
19	375
20	500
21	625
22	750
23	875
24	1000
25	1125
26	1250
27	1375
28	1500
29	1625
30	1750

D. Bachelor Plus Classification

1. Effective July 1, 1977, for a teacher to be eligible for a classification over that of a Bachelors Degree or for any teacher to change a salary classification in effect as of June 30, 1977, educational credits earned shall be earned under subject to terms, conditions, and limitations as follows:

(a) Each credit earned must be a graduate credit earned from an accredited institution.

(b) Each credit shall be earned in one or more of the areas as follows:

(1) In the subject matter for which the teacher has been retained by the Board.

(2) In the area of education

(3) In the area of education administration

(4) In the area of education guidance.

(c) The teacher shall receive a minimum C grade for each credit toward the Bachelor Plus classification.

(d) No credit shall be earned by the teacher for courses taken outside the areas enumerated in Paragraph 1-(b) hereinabove without the prior written consent of the Board.

2. All classifications over that of a Bachelors Degree recognized prior to July 1, 1977 shall be continued notwithstanding the fact that such classification does not meet the criteria as set forth hereinabove.

ARTICLE XII
TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their salary schedules, tentative class and/or subject assignments, and room assignments for the forthcoming year at the discretion of the Administrator and not later than ten (10) days before the beginning of school, except in an emergency.

 2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed the teacher. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

 3. Teachers shall regularly participate in curricular development individually and in committee to provide an on-going education program to serve the needs of the students in the school district.

 4. Teachers shall seek supervisory assistance when needed and accept supervisions as provided by the school system.

B. The requirements as set forth in Article VIII, Paragraphs E-1 and J shall be limited to that which is reasonable and necessary for the full, complete and effective implementation and performance by the teacher of the teacher's duties as required herein, by Board policy and practice, and as is or may be required by the State of New Jersey and Constitution of the United States.

ARTICLE XIII
TEACHER EVALUATION

A. 1. All evaluation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

2. Subsequent to an evaluation, the teacher will have an evaluation conference with the evaluator. Within one (1) week of said evaluation, an evaluation report shall be prepared and presented to the teacher. At such time, the teacher shall have an opportunity to conference the report with the evaluator. No such evaluation shall be placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

B. 1. A teacher shall have the right, upon request, to review his personnel file at least once a year and to receive one copy at Board expense of any material contained therein in the event of a Board's hearing or dispute; otherwise a copy shall be at the teacher's expense. A teacher may be entitled to have a representative of the Association accompany him during such interview. A teacher shall have the right to indicate those materials which he believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision.

2. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the teacher a duplicate of said answer, which duplicate shall be supplied by the teacher.

3. The Board will not establish any personnel file which is not available for the teacher's inspection.

4. Effective July 1, 1979, each teacher shall be afforded the opportunity to sign each correspondence prior to its inclusion in his/her personnel file.

5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

C. 1. Prior to any evaluation report, the immediate supervisor of a non-tenure teacher shall have had appropriate communication, including but not limited to all steps in Section 2 below, with said teacher regarding his performance as a teacher.

2. Supervisory reports shall be presented to non-supervisory personnel by the Principal or counterpart supervisor periodically in accordance with the following procedures:

a. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports or observations, and of discussions with any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

b. Such reports shall be addressed to the teacher.

c. Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strengths of the teacher as evidenced during the period since the previous report;

(2) Weaknesses of the teacher as evidenced during the period since the previous report;

(3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

d. Such supervisory reports are to be provided for non-tenure teachers at least three (3) times each year.

e. Tenure teachers shall be evaluated no-less frequently than once each school year.

D. Final evaluation of a teacher upon termination of his employment shall be conducted prior to severance.

E. Work Load Consideration. During evaluation of a teacher, the evaluator shall take into consideration the work load of the teacher being evaluated. Said work load shall be consistent with the available equipment, supplies and facilities.

ARTICLE XIV
LEAVES OF ABSENCE

A. Sick Leave. As of September 1, all teachers shall be entitled to ten (10) sick leave days for each school year as of the first official day of said school year regardless of whether they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification shall be submitted.

B. Other Leaves

1. There shall be three (3) days leave of absence for personal, legal business, household or family matters permitted during the school year. Unused personal days cannot be accumulated. Application to the teacher's principal or other immediate supervisor for personal leave shall be made at least one (1) day before taking such leave. Said request shall state that the applicant seeks leave under the provision of this section. In the event of an emergency which precludes the provision of one (1) day written notice, said notice shall be provided at the earliest possible time.

2. No use of personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency.

3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system will not result in the loss of pay or personal leave days.

4. In cases where the teacher is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.

5. Critical illness or death in the immediate family, such as spouse, children, mother, father, sister, brother, grandfather, grandmother, grandson, granddaughter and in-laws shall constitute an excused absence up to five (5) days per occurrence. Such absence shall not result

in the loss of personal days. Teachers may request one (1) day of leave for the death of a close friend, which is subject to denial by the Superintendent in accordance with the needs of the school system.

6. Misuse of leave shall result in forfeiture of pay and/or professional censure for violation of school policy and the Code of Ethics.

7. Other leaves subject to terms may be granted by and in the sole discretion of the Board.

C. Sabbatical Leaves. Two (2) sabbatical leaves of absence for any school year may be granted by and in sole discretion of the Board of Education to any professional employee upon written request for the purpose of study, or travel for the purpose of study, or for reasons of health.

1. The applicant for a sabbatical leave shall have completed at least seven (7) years of satisfactory service in the Lower Cape May Regional School District.

2. The applicant's request for a sabbatical shall be submitted in writing to the Superintendent no later than March 1st of the school year preceding the year for which said sabbatical is sought.

3. An application for a sabbatical shall set forth the reasons for which said sabbatical is requested. If the sabbatical is requested for reasons of health, the request must be accompanied by a certificate from the attending physician as to the necessity therefore.

4. The Board of Education shall notify the applicant in writing of approval or disapproval of said application for leave not later than the first week of May following the receipt by the Board of the application.

5. Upon receiving permission and upon termination of said leave, the applicant shall resume his service at the opening of the ensuing school year and continue said employment for not less than two (2) additional school years. A contract to this effect shall be signed by the applicant prior to the commencement of the leave.

6. To the extent the applicant receives compensation while on sabbatical leave, the compensation as provided in Paragraph 8 hereinbelow shall be reduced on a dollar for dollar basis.

7. The period of sabbatical leave shall count as regular employment in the school district.

8. An employee granted a sabbatical shall receive one-half ($\frac{1}{2}$) of his regular salary for said period.

D. Teachers may apply for and be granted sick leave due to pregnancy for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child. Medical certification shall be required in accordance with NJSA 18A:30-1 sick leave et seq. The Board retains the right to have its own physician verify the medical certification. The number of sick leave days taken shall not exceed the number the individual has accumulated.

E. Child Rearing Leave

1. Teachers may apply for and may be granted child rearing leave for the balance of the school year during which the child bearing leave, as specified above, occurs. Child rearing leave shall be without pay or benefits. Teachers absent less than 90 school days shall receive an increment the following year upon return and all benefits shall be restored.

2. Female teachers not utilizing child bearing leave as specified above may apply for and may be granted child rearing leave for the balance of the school year during which the birth occurs. Child rearing leave shall be without pay or benefits. Teachers absent less than ninety (90) school days shall receive an increment the following year upon return and all benefits shall be restored.

ARTICLE XV
SUBSTITUTES

A. Teachers who must be absent from school shall notify the person so designated by the administration not later than 7:00 A.M. on the day they will be unavailable for work, unless some prior agreed to notification has been set by the involved teachers and the administration. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute.

B. 1. The maximum rate of pay for a per diem substitute shall be at least \$10.00 less than the per diem rate of a teacher at step B.A.-1.

2. A substitute teacher who works more than ten (10) consecutive days for a given regular teacher, who fulfills all teacher's duties, shall be paid at the rate of 1/200 of step B.A.-1, Schedule A for each consecutive day in excess of the initial ten (10).

ARTICLE XVI

PROTECTION OF TEACHERS

A. 1. When absence arises out of or from an assault or injury to a teacher received while acting in the discharge of his/her duties, the teacher shall not forfeit any sick leave or personal leave.

 2. Absence because of injury arising out of a teacher's employment shall be compensated in accordance with the provisions of the Workman's Compensation Law and NJSA. 18A 30-1 et seq.

B. A school nurse shall be scheduled for the entire school day.

ARTICLE XVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. It is understood that the maintenance of classroom control considered to be the responsibility of each individual teacher.
- B. However, if in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom with a written note, and refer him/her to the next higher authority.
- C. If within three (3) days of presentation to the Principal, the matter is not resolved to the satisfaction of all concerned, the Superintendent, within three (3) additional days shall render a written decision concerning the case. If still not resolved, it may be presented by the Professional Rights and Responsibilities Committee of the Association to the Board.
- D. Teachers shall be responsible for the supervision and accountability of school property and for school materials assigned to them.

ARTICLE XVIII

INSURANCE PROTECTION

A. The Board of Education will assume the cost of the coverage as set forth in the New Jersey State Health Benefits Program for the entire family.

B. The Board shall provide to each teacher upon employment a description of conditions and limits of coverage as listed above.

C. 1. The Blue Cross of New Jersey Prescription Plan, which plan provides a \$1.00 deductible (co-pay) provision, the cost of which will be paid by the Board as follows:

- a. Family unit 50% of the cost per month
- b. Single Member 50% of the cost per month
- c. Parent and child 50% of the cost per month

2. It is agreed and understood that the Board will not make any contribution in excess of the amounts provided herein for each participant in the plan.

D. The Board shall create an account of \$150 in the 1981-82 year and \$300 in 1982-83 for each teacher which shall be for the purpose of reimbursing each teacher for any medical expense for himself/herself or his/her family which is not covered by any other insurance provided herein. This account is for each school year and is non-accumulative. There shall be two (2) reimbursement dates each school year. Receipts shall be submitted to the Secretary of the Board of Education or her designee by November 30 and/or May 30. Payment dates shall be on or before December 30 and on or before June 30.

ARTICLE XIX
PERSONAL AND ACADEMIC FREEDOM

A. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Lower Cape May Regional School District, and they acknowledge the fundamental need to protect teachers from censorship or restraint which might interfere with their obligations to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

Teachers shall be guaranteed full freedom in classroom presentations and discussions and may introduce politically, religiously or otherwise controversial material provided only that said material is relevant to the course content and does not run counter to expressed Board Policy.

In performing their official teaching functions, teachers shall be guaranteed full freedom in expressing their personal opinions on all matters relevant to the subject matter of the course they are teaching, provided, however that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its Administration, or the Board and subject to Board policy.

ARTICLE XX

BOOKS AND OTHER INSTRUCTIONAL

MATERIALS AND SUPPLIES

- A. The Board shall allocate sufficient funds to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies, and equipment of sufficient quantity to enable teachers to properly fulfill their teaching responsibilities. Teachers purchasing materials and/or supplies with the advance approval of their Principal or immediate supervisor shall be reimbursed upon submission of an appropriate receipt of purchase.
- B. Textbooks and instructional materials in all subject areas and at all grade levels shall be selected so as to best show the cultural diversity and pluralistic nature of American Society in both textual and illustrative material and reflect the most recent authoritative scholarship on the history and contributions of various racial, ethnic, and religious groups and their prominent representatives in American life.
- C. Teachers shall be a part of all textbook selection.

ARTICLE XXI

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOCIAL SECURITY # _____

School Building _____ District _____

to Disbursing Officer _____ Board of Education:

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school year. I understand that the disbursing officer will discontinue such deductions only if I file notice of withdrawal as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Governing Board and all its officers from any Liability therefrom.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by contacting either the President of the Association or the President of the Board.

D. 1. Whenever a teacher, administrative, or paid extra-curricular vacancy occurs or a new position is created, within three (3) days after receipt of the official resignation (Schedule D) or designation by the Board that a new position has been created, a Notice shall be given to the President of the Teachers Association, said Notice stating that such a vacancy exists.

2. Nothing herein contained in this Article precludes the Board from filling any staff vacancy with a person not presently employed in this System. All qualified staff members making application for said vacancy shall be given due consideration.

E. For the purpose of binding the Board of Education, notwithstanding the provisions of Article XXII , paragraph D, a vacancy shall not exist until the resignation in the form provided in Schedule D is submitted in proper form and said resignation is formally accepted by the Board of Education.

ARTICLE XXIII

DEDUCTION FROM SALARY

A. 1. I designate the Lower Cape May Regional Education Association to receive dues and distribute according to the organization(s) indicated:

Lower Cape May Regional Education Association _____

Cape May County Education Association _____

New Jersey Education Association _____

National Education Association _____

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorization for dues deduction may be received after August 1, under the rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to half deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. The Board agrees to deduction from teachers' salaries money for Local, State, and for National Association services and programs as said teacher individually and voluntarily authorizes the Board to deduct and transmit the monies promptly to such Association or Associations. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

ARTICLE XXIV

TUITION REIMBURSEMENT

Effective July 1, 1980, any teacher shall receive reimbursement for up to six (6) credits taken during a contract year (July 1 - June 30). The reimbursement shall be based upon the teacher receiving credit for the course or courses taken. The rate for reimbursement shall be based upon the New Jersey State College rate at the time the course or courses was/were taken.

ARTICLE XXV

SICK LEAVE REIMBURSEMENT

For the school year 1981-1982, teachers who retire from the district and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave in excess of seventy-five (75) days at the rate of 20% of his/her per diem (calculated at 1/200th of annual salary at the time of retirement) rate provided at least fifteen (15) years of teaching has been completed in the Lower Cape May Regional School District.

Commencing the school year 1982-83, teachers who retire from the district and qualify for pension in accordance with the provisions of the Teacher's Pension and Annuity Fund shall be reimbursed for unused sick leave at the rate of 25% of his/her per diem (calculated at 1/200th of annual salary at the time of retirement) rate provided at least fifteen (15) years of teaching has been completed in the Lower Cape May Regional School District.

ARTICLE XXVI

DURATION OF AGREEMENT

This Agreement shall be effective as of the date of signing this Agreement and shall continue in effect until June 30, 1983 except for salaries which shall be retroactive to July 1, 1981 and subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year written below.

LOWER CAPE MAY REGIONAL
EDUCATION ASSOCIATION

James H. Lefkowitz
President

Lucy H. Lefkowitz
Secretary

LOWER CAPE MAY REGIONAL
BOARD OF EDUCATION

Richard L. Bonner
President

Paul J. Turkington
Secretary

July 1, 1981
Date

SCHEDULE A

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT - SALARY SCHEDULE EDUCATION ASSOCIATION

STEP	NON DEGREE & B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	D
1	Base Salary	2.3	4.6	6.9	9.2	11.5	13.8
2	4.6	6.9	9.2	11.5	13.8	16.1	18.4
3	9.2	11.5	13.8	16.1	18.4	20.7	23.0
4	13.8	16.1	18.4	20.7	23.0	25.3	27.6
5	18.4	20.7	23.0	25.3	27.6	29.9	32.2
6	23.0	25.3	27.6	29.9	32.2	34.5	36.8
7	27.6	29.9	32.2	34.5	36.8	39.1	41.4
8	32.2	34.5	36.8	39.1	41.4	43.7	46.0
9	36.8	39.1	41.4	43.7	46.0	48.3	50.6
10	41.4	43.7	46.0	48.3	50.6	52.9	55.2
11	46.0	48.3	50.6	52.9	55.2	57.5	59.8
12	50.6	52.9	55.2	57.5	59.8	62.1	64.4
13	55.2	57.5	59.8	62.1	64.4	66.7	69.0
14	59.8	62.1	64.4	66.7	69.0	71.3	73.6
15	64.4	66.7	69.0	71.3	73.6	75.9	78.2
16	69.0	71.3	73.6	75.9	78.2	80.5	82.8

A. Effective July 1, 1981, the base salary for the BA shall be \$12,600.00 and for Non-Degree shall be \$12,000.00. All other salaries shall be expressed as a percentage over the base salary as set forth above.

B. Effective July 1, 1982 the base salary for the B.A. shall be \$13,558.00 and for Non-Degree shall be \$12,958. All other salaries shall be expressed as a percentage over the base salary as set forth above.

C. It is the mutual intention of the Board and the Association in adopting the percentage salary index as set forth in Article XI to provide with finality a guide which establishes a maximum of steps after which a teacher shall not be eligible for any supplemental salary increase by virtue of moving to a higher step or level.

D. It is the intention of the Board and the Association that the percentage between the steps (4.6%) and between classification (2.3%) and the total number of steps (16) shall not change and shall remain in full force and effect for such period of time that the Association represents the Teachers, as employees of the Board. It being understood that the Board has agreed to the utilization of said guide, only on the basis of the representations as set forth in Schedule A, C and D herein.

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT
1981 - 1982 SALARY GUIDE (TEACHERS)

<u>YEARS of EMPLOYMENT</u>	<u>Non Degree</u>	<u>Bachelors Degree</u>	<u>Bachelors + 15</u>	<u>Bachelors + 30</u>	<u>Masters Degree</u>	<u>Masters + 15</u>	<u>Masters + 30</u>	<u>Doctorate</u>
1	12,000.	12,600.	12,890.	13,180.	13,470.	13,760.	14,050.	14,339.
2	12,552.	13,180.	13,470.	13,760.	14,050.	14,340.	14,630.	14,919.
3	13,104.	13,760.	14,050.	14,340.	14,630.	14,920.	15,210.	15,499.
4	13,656.	14,340.	14,630.	14,920.	15,210.	15,500.	15,790.	16,079.
5	14,208.	14,920.	15,210.	15,500.	15,790.	16,080.	16,370.	16,659.
6	14,760.	15,500.	15,790.	16,080.	16,370.	16,660.	16,950.	17,239.
7	15,312.	16,080.	16,370.	16,660.	16,950.	17,240.	17,530.	17,819.
8	15,864.	16,660.	16,950.	17,240.	17,530.	17,820.	18,110.	18,399.
9	16,416.	17,240.	17,530.	17,820.	18,110.	18,400.	18,690.	18,979.
10	16,968.	17,820.	18,110.	18,400.	18,690.	18,980.	19,270.	19,559.
11	17,520.	18,400.	18,690.	18,980.	19,270.	19,560.	19,850.	20,139.
12	18,072.	18,980.	19,270.	19,560.	19,850.	20,140.	20,430.	20,719.
13	18,624.	19,560.	19,850.	20,140.	20,430.	20,720.	21,010.	21,299.
14	19,176.	20,140.	20,430.	20,720.	21,010.	21,300.	21,590.	21,879.
15	19,728.	20,720.	21,010.	21,300.	21,590.	21,880.	22,170.	22,459.
16	20,280.	21,300.	21,590.	21,880.	22,170.	22,460.	22,750.	23,039.

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

1982 - 1983 SALARY GUIDE (TEACHERS)

<u>Years of Employment</u>	<u>Non Degree</u>	<u>Bachelors Degree</u>	<u>Bachelors + 15</u>	<u>Bachelors + 30</u>	<u>Masters Degree</u>	<u>Masters + 15</u>	<u>Masters + 30</u>	<u>Doctorate</u>
1	12,958.	13,558.	13,870.	14,182.	14,494.	14,805.	15,117.	15,429.
2	13,554.	14,182.	14,494.	14,806.	15,118.	15,429.	15,741.	16,053.
3	14,150.	14,806.	15,118.	15,430.	15,742.	16,053.	16,365.	16,677.
4	14,746.	15,430.	15,742.	16,054.	16,366.	16,677.	16,989.	17,301.
5	15,342.	16,054.	16,366.	16,678.	16,990.	17,301.	17,613.	17,925.
6	15,938.	16,678.	16,990.	17,302.	17,614.	17,925.	18,237.	18,549.
7	16,534.	17,302.	17,614.	17,926.	18,238.	18,549.	18,861.	19,173.
8	17,130.	17,926.	18,238.	18,550.	18,862.	19,173.	19,485.	19,797.
9	17,726.	18,550.	18,862.	19,174.	19,486.	19,797.	20,109.	20,421.
10	18,322.	19,174.	19,486.	19,798.	20,110.	20,421.	20,733.	21,045.
11	18,918.	19,798.	20,110.	20,422.	20,734.	21,045.	21,357.	21,669.
12	19,514.	20,422.	20,734.	21,046.	21,358.	21,669.	21,981.	22,293.
13	20,110.	21,046.	21,358.	21,670.	21,982.	22,293.	22,605.	22,917.
14	20,706.	21,670.	21,982.	22,294.	22,606.	22,917.	23,229.	23,541.
15	21,302.	22,294.	22,606.	22,918.	23,230.	23,541.	23,853.	24,165.
16	21,898.	22,918.	23,230.	23,542.	23,854.	24,165.	24,477.	24,789.

SCHEDULE C

EXTRA CURRICULAR SALARIES - ATHLETIC

	<u>1981-82</u>	<u>1982-83</u>
BASEBALL		
High School Head Coach	1495	1720
High School Assistant Coaches	795	1020
Teitelman School Head Coach	645	870
BASKETBALL - BOYS		
High School Head Coach	1695	1920
High School Assistant Coaches	895	1120
Teitelman School Head Coach	645	870
BASKETBALL - GIRLS		
High School Head Coach	1695	1920
High School Assistant Coaches	895	1120
Teitelman School Head Coach	645	870
CROSS COUNTRY		
High School Head Coach	945	1170
FIELD HOCKEY		
High School Head Coach	945	1170
High School Assistant Coaches	560	785
FOOTBALL		
High School Head Coach	1695	1920
High School Assistant Coaches	895	1120
GOLF		
High School Head Coach	945	1170
SOCCER		
High School Head Coach	945	1170
High School Assistant Coaches	560	785
Teitelman School Head Coach	645	870
SOFTBALL		
High School Head Coach	1495	1720
High School Assistant Coaches	795	1020
Teitelman School Head Coach	645	870
SWIMMING		
High School Head Coach	945	1170
TENNIS - BOYS		
High School Head Coach	945	1170
TENNIS - GIRLS		
High School Head Coach	945	1170

TRACK - BOYS		
High School Head Coach	1495	1720
High School Assistant Coaches	795	1020
Teitelman School Head Coach	645	870
TRACK - GIRLS		
High School Head Coach	1495	1720
High School Assistant Coach	795	1020
Teitelman School Head Coach	645	870
VOLLEYBALL		
Teitelman School Head Coach	645	870
WRESTLING		
High School Head Coach	1695	1920
High School Assistant Coaches	895	1120
Teitelman School Head Coach	645	870
ATHLETIC DIRECTOR	1795	2020
ATHLETIC BUSINESS MANAGER	945	1170
ATHLETIC EQUIPMENT MANAGER	945	1170

SCHEDULE C

EXTRA CURRICULAR SALARIES - NON ATHLETIC

	<u>1981-82</u>	<u>1982-83</u>
AFFIRMATIVE ACTION OFFICER	1012	1237
BAND ACTIVITIES		
Marching Band Director	1012	1237
Marching Band Assistant Director	571	796
Dance Band	406	631
Summer Band	957	1182
CHEERLEADERS		
Varsity	681	906
Junior Varsity	571	796
Teitelman School	571	796
CLASS SPONSORS		
9th and 10th Grades	350	575
11th and 12th grades	461	686
DEPARTMENT CHAIRPERSONS - Non-Certified	571	796
SCHOOL PAPER		
High School	681	906
Teitelman School	461	686
SCHOOL PLAY		
High School	957	1182
Teitelman School	681	906
STAGE CREW	626	851
STUDENT COUNCIL		
High School	571	796
Teitelman School	461	686
T & E COORDINATOR	1453	1678
VOCAL MUSIC	681	906
YEARBOOK	681	906
SCHOOL PSYCHOLOGIST	Schedule A step plus 10%	
LEARNING DISABILITIES TEACHER CONSULTANT	Schedule A step plus 3.75%	

SCHEDULE D

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

Cape May, New Jersey

RESIGNATION

TO: Lower Cape May Regional Board of Education

SUBJECT:

This letter is to serve as formal notice of my resignation as

from the Lower Cape May Regional School District effective

_____, 19____

Signature of Resignee

I certify that this Resignation was
submitted to the Superintendent and
executed on _____ 19____,
before me _____
who witnessed same

Signature of Resignee

Signature of witness

SCHEDULE E
GRIEVANCE FORM

Level of Grievance

Level One _____
Aggrieved Party or Representatives

_____ Building Principal _____ Date of Submission

Level Two _____
Aggrieved Party or Representatives

_____ Superintendent of Schools _____ Date of Submission

Level Three _____
Aggrieved Party or Representatives

_____ Board Secretary for the Board _____ Date of Submission

Level Four
Notification of submission of grievance to Arbitration

_____ Aggrieved Party or Representatives

_____ Board Secretary for the Board _____ Date of Notification

Notification of petition to submit grievance to Arbitration

_____ Aggrieved Party or Representatives

_____ Board Secretary for the Board _____ Date copy received

GRIEVANCE FORM

- A. Statement of Grievance:
- B. Time when, place where, events surrounding Grievance:
- C. Basis of Grievance:
- D. Redress:
- E. Signature of Aggrieved Party:
- F. Steps of Grievance and outcome:
(Written decisions to be attached)